

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment To Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Whole Earth Sweetener Company		06/23/2006	LIMITED LIABILITY COMPANY: UNITED STATES
RECEIVING PARTY DATA			
Name:	Credit Suisse, Cayman Islands Branch		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78806272	SWEET SIMPLICITY	
Serial Number:	78806282	SWEET SIMPLICITY	
CORRESPONDENCE DATA			
Fax Number:	(214)200-0853		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	214-651-5170		
Email:	ipdocketing@haynesboone.com		
Correspondent Name:	Haynes and Boone, LLP		
Address Line 1:	901 Main Street		
Address Line 2:	Suite 3100		
Address Line 4:	Dallas, TEXAS 75202-2789		
ATTORNEY DOCKET NUMBER:	32325.45		
NAME OF SUBMITTER:	Carol Finn		
Signature:	/carol finn/		

CH \$65.00 78806272

900052138

TRADEMARK  
REEL: 003340 FRAME: 0151

Date:

06/28/2006

**Total Attachments: 5**

source=merisant1#page1.tif

source=merisant1#page2.tif

source=merisant1#page3.tif

source=merisant1#page4.tif

source=merisant1#page5.tif

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "*Amendment*"), dated as of June 23, 2006 by WHOLE EARTH SWEETENER COMPANY LLC ("*Grantor*"), in favor of CREDIT SUISSE, CAYMAN ISLANDS BRANCH ("*Secured Party*"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Administrative Agent*").

WITNESSETH:

WHEREAS, Merisant Company (the "*Borrower*"), Administrative Agent, and certain lenders entered into that certain Credit Agreement dated as of July 11, 2003 (the "*Original Credit Agreement*"), as amended by that certain First Amendment dated as of July 2, 2004, that certain Second Amendment dated as of October 20, 2004, that certain Third Amendment dated as of March 11, 2005, and that certain Limited Waiver and Fourth Amendment dated as of March 29, 2006 (as so amended, the "*Existing Credit Agreement*");

WHEREAS, in connection with the Original Credit Agreement, Grantor, Secured Party, and the other parties thereto are parties to that certain Security Agreement dated as of July 11, 2003 (the "*Existing Security Agreement*");

WHEREAS, in connection with the Existing Security Agreement, Grantor and Secured Party entered into that certain Trademark Security Agreement dated as of March 29, 2006, recorded in the United States Patent and Trademark Office on April 25, 2006, at Reel/Frame 3296.0221 (the "*Trademark Security Agreement*");

WHEREAS, the Borrower, Administrative Agent, and certain lenders have entered into that certain Fifth Amendment to Credit Agreement dated of even date herewith (the "*Fifth Amendment*"); the Existing Credit Agreement as amended by the Fifth Amendment, and as the same may be further amended, restated, or otherwise modified from time to time, the "*Credit Agreement*";

WHEREAS, in connection with the Fifth Amendment, Grantor, Secured Party, and the other parties thereto have agreed to amend and restate the Existing Security Agreement (the Existing Security Agreement, as so amended and restated, and as the same may be further amended, restated, or otherwise modified from time to time, the "*Amended and Restated Security Agreement*"); and

WHEREAS, in connection with such amendment and restatement, Grantor and Secured Party have agreed to amend the Trademark Security Agreement as set forth herein;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Administrative Agent to enter into the Fifth Amendment and the Amended and Restated Security Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower under the Credit Agreement, Grantor hereby agrees with the Administrative Agent as follows:

**Section 1     Defined Terms.** Unless otherwise defined herein, terms defined in the Credit Agreement or in the Amended and Restated Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Amended and Restated Security Agreement.

**Section 2     Amendments to Trademark Security Agreement.** The Trademark Security Agreement is hereby amended as follows:

(a) All references in the Trademark Security Agreement to the "*Security Agreement*" shall be deemed to refer to the Amended and Restated Security Agreement, as the same may be further amended, restated, supplemented or otherwise modified from time to time.

(b) *Schedule I* to the Trademark Security Agreement is hereby replaced by *Schedule I* attached hereto.

**Section 3     Affirmation.** Grantor ratifies and confirms that, except as expressly amended herein, the Trademark Security Agreement shall remain in full force and effect and shall not be released, diminished, impaired, reduced, or otherwise adversely affected, and all of the obligations of Grantor thereunder are hereby ratified and confirmed, and all Liens granted, conveyed, or assigned to Secured Party thereunder remain in full force and effect and are not released or reduced and continue to secure full payment and performance of the Secured Obligations.

*Remainder of Page Intentionally Blank  
Signature Pages Follow*

**GRANTOR:**

WHOLE EARTH SWEETENER COMPANY LLC

By: 

Name: Jonathan W. Cole  
Title: General Counsel

**ACKNOWLEDGEMENT OF GRANTOR**

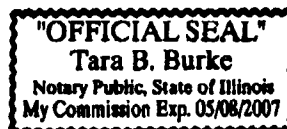
STATE OF ILLINOIS )

) ss.

COUNTY OF COOK )

On this \_\_\_\_ day of June, 2006, before me personally appeared Jonathan W. Cole, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Whole Earth Sweetener Company LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.

  
Notary Public



Signature Page to  
Trademark Security Agreement  
(Whole Earth Sweetener Company LLC)

**TRADEMARK**  
**REEL: 003340 FRAME: 0155**

ACCEPTED AND AGREED:

CREDIT SUISSE, Cayman Islands Branch,  
as Administrative Agent

By: Megan Kane  
Name  
Title: MEGAN KANE  
DIRECTOR

By: Didier Siffer  
Name  
Title: Didier Siffer  
Director

Signature Page to First Amendment to  
Trademark Security Agreement  
(Whole Earth Sweetener Company LLC)

***Schedule I***

**Trademark Registrations and Applications**

The following trademarks are owned by Whole Earth Sweetener Company LLC:

<b>Trademark Name</b>	<b>Application No.</b>	<b>Country</b>
SWEET SIMPLICITY*	78/806272	United States
SWEET SIMPLICITY*	78/806282	United States
SWEET SIMPLICITY*	1289340	Canada
SWEET SIMPLICITY*	1289341	Canada
SWEET SIMPLICITY*	004886263	European Community

\*This trademark is not licensed to Merisant US, Inc.

Schedule I to First Amendment to  
Trademark Security Agreement  
(Whole Earth Sweetener Company LLC)